

Sale of Utilities Agreement

Site Name

This Sale of Utilities Agreement (SUA) authorises Energy On Pty Ltd (ABN: 90 145 225 485), hereafter called "EON", to manage the supply of Utilities to the Supply Address on behalf of the *Exempt Retailer Name*. Utilities refers to electricity and/or circulating hot water (where applicable). Note that Utilities will not be supplied to your address unless you have a signed Sale of Utilities Agreement and provided explicit informed consent. **PLEASE USE BLOCK LETTERS WHEN COMPLETING THIS FORM.**

1. Customer Details

Business Name: _____

ABN: _____

Phone: _____

Authorised Representative

Full Name: _____

Position Held: _____

Date of Birth: ____/____/____

Phone: _____

2. Identification

Please provide us with a copy of your ABN/ACN Certificate or Certificate of Registration and attached it to this form on lodgement.

3. Supply Address

Shop/Tenancy: _____

Street Address: _____

State: _____ Postcode: _____

4. Supply Start Date

Supply Start Date: ____/____/____

(The date in which you are to commence usage of the utility)

5. Invoice Address

Your invoices will be emailed to you. Do you require the invoices to be posted? Yes No
(If yes, an Admin Fee of \$X.XX Inc GST will be incurred per invoice.)

Email: _____

Billing Address Please tick if same as Supply Address

Postal Address: _____

State: _____ Postcode: _____

6. Utility Rates

The following rates will be applied to your Utility consumption:

Electricity	Your Rate (Inc GST)
Peak Rate (c/kWh)	X.XX
Off-Peak Rate (c/kWh)	X.XX
Supply Charge (c/Day)	X.XX
Network Tariff	XXX

7. Other Fees and Charges

Fees and Charges	Your Rate (Inc GST)
Connection Fee:	\$X.XX
Disconnection Fee:	\$X.XX
Fees represent the cost of connection and disconnection of electricity on move-in and on move-out.	
Disconnection Charge:	\$X.XX
Reconnection Charge:	\$X.XX
After Hours Reconnection Charge:	\$X.XX
Charges represent the cost of disconnection and reconnection of utilities due to non-payment or incomplete SUA.	

8. Important Information

Energy On Contact Details

Monday to Friday – 9:00 am to 5:00 pm

Email: TheTeam@EnergyOn.com.au

Phone: 1300 323 263

Fax: (03) 9544 1300

Post: PO Box 2624, Mount Waverley, VIC 3149

Website: www.EnergyOn.com.au

Emergencies

If you have an emergency, please contact the relevant emergency services and/or your local distributor. For all other enquiries, contact Energy On or the building or site manager.

Emergency Services Police/Fire/Ambulance
000

Local Distributor XXX
XXX

Building Faults and Failures

For all building faults and failures, please contact your building or site manager.

Choice of Licenced Retailer

You have the right to elect to purchase electricity from a licensed retailer of your choice. Please refer to the Welcome Pack or contact us for further information.

Exempt Seller

As an exempt seller we may not be subject to all the obligations of a licensed retailer. As a customer of an exempt seller you may not receive the same protections as you would if you purchase from a licensed retailer.

9. Payment Options

Energy On offers a variety of payment options, including BPAY, Credit Card (over the phone and online), and Direct Debit. We can also assist you with payments by periodic instalments.

Would you like us to send you further information about paying your Utilities by Direct Debit? Yes No

10. Privacy

We respect your privacy and will not share or release your personal information unless agreed by you or required by legislation or regulation.

From time to time, Energy On may receive special offers from our partners. If you do not want to receive these special offers, please tick here

11. Declaration

By signing this agreement I/we: understand this utility offer which is made up of the terms of this Sale of Utilities Agreement, the "Terms and Conditions" and "Welcome Pack"; and, have been provided with a genuine opportunity to provide or withhold consent to taking up this utility offer; and, have the capacity to provide consent and enter into this agreement.

Print Name: _____

Signature: _____

Date: ____/____/____

Please return this completed Sale of Utilities Agreement with a copy of your identification to EON, by email, fax or post.

Sale of Utilities Agreement – Business Occupier

Terms and Conditions

The Sale of Utilities Agreement comprises of these Terms and Conditions, the adjoining Contract Details and the Welcome Pack and is between you, 'The Customer', and EON. The Agreement commences on the Supply Start Date stated in the Contract Details or the date that EON becomes responsible for the supply of Utilities for the embedded network for the Supply Address. The Customer acknowledges that EON is acting as agent for the Exempt Seller and will not make any objection regarding EON's right to enforce this agreement on behalf of the Exempt Seller.

1. The Customer applies for the supply and sale of Utilities to the Supply Address from the Supply Start Date.
2. The Customer agrees to pay EON, or its representative, the Rates for the supply of Utilities to the Supply Address and further agrees that EON may modify these rates at any time with notice being given to the Customer.
3. The Customer agrees that EON will invoice the Customer using actual meter reads on a monthly billing cycle or, in the absence of actual meter reads, on historical data available at that time, for the fees and charges associated with the Customer's usage at the Supply Address, to be paid within 14 Business Days from the date of the invoice.
4. This Agreement will continue unless one or more of the following occurs:
 - 4.1. EON gives the Customer at least 30 days' notice that EON intends to terminate this Agreement, in which case the Agreement will terminate on the expiration of that notice period.
 - 4.2. The Customer notifies EON in writing, with at least 5 Business Days' notice, that the Customer wishes to terminate the Agreement and supplies a forwarding address for the final invoice. If a forwarding address and/or 5 Business Days' notice is not provided, the Customer agrees that any further charges incurred during that period will be the Customer's responsibility until such time that the Customer gives EON 5 Business Days' notice.
 - 4.3. The Customer fails to make payment of an invoice by the due date, EON serves a reminder notice, and disconnection warning on the Customer and the Customer still fails to pay the amount due within 6 Business Days after delivery of the disconnection warning. In this event EON may disconnect the service.
 - 4.4. The Customer provides not less than 30 days' written notice to EON that the Customer intends to switch to a Licensed Retailer of the Customer's choice in which case this Agreement will terminate at the end of the notice period.
5. The Customer acknowledges that all rates, charges, and fees are subject to change.
6. The Customer must provide unhindered and safe access to the meter at the Supply Address at all times for EON's contractors or agents so that they may access the electrical meter or similar equipment for the purposes of reading the meter to measure supply of Utilities or for maintenance, repair and/or repossession. Failure to provide access to the meter at the Supply Address can result in bills being issued on an estimation basis and could further result in a disconnection of Utilities including electricity.
7. The Customer will not action works on, tamper with or in any way alter any meter, wiring or conduits installed in the Supply Address or associated with the Supply Address.
8. The Customer will not use the Utilities supplied to the Supply Address illegally and will not obtain Utilities fraudulently or for fraudulent purposes.
9. A Connection Fee may apply and will appear on the first invoice to cover administration and other costs.
10. A Disconnection Fee may apply and will appear on the final invoice to cover administration and other costs.
11. EON may give information about the Customer to any credit reporting agency in order to obtain a consumer/commercial credit report about the Customer, or to allow a credit reporting agency to create or maintain a credit information file containing information about the Customer listing defaults, and exchanging information with other credit providers under the Privacy Act. The Customer accepts liability for any expenses and/ or costs or disbursements incurred by EON in recovering any outstanding monies including debt collection agency fees and/or legal costs.
12. If any tax or fee is imposed by the Federal or State Governments that the price of electricity will be adjusted to include such tax, fee or similar charge.
13. EON may charge and the Customer will pay, as required, the Connection Fee, the Disconnection Fee, an Admin Fee for the provision of paper invoices and Disconnection Charges, Reconnection Charges and/or After Hours Reconnection Charge that result from the Customer's non-payment of invoices issued by EON.
14. The Customer has the right to purchase electricity from a licensed retailer of the Customer's choice.
15. The Customer will pay for all costs and charges relating to the purchase of electricity from a licensed retailer.
16. We have an easily accessible complaints process in place should something go wrong. If the Customer wishes to dispute an invoice relating to the supply of Utilities or lodge a complaint about any other matter relating to the supply of Utilities under this Agreement, the Customer may lodge the complaint with EON in accordance with EON's Complaints Handling Policy which is published on EON's website and shall pay any amount not in dispute. In any event where the Customer disputes an amount relating to the supply of Utilities the Customer agrees to pay the average of all previous invoices relating to the supply of Utilities to the Supply Address up to a maximum of 12 months' invoices, and to pay any adjusted amount that may be required within 7 days from the date the invoice dispute is resolved. Please note that you also always have the option to contact the Energy & Water Ombudsman in your state at any time for independent advice and assistance.
17. The Customer hereby authorises EON to contact the Customer's Leasing Agent or other parties to release information in order to contact the Customer if the Customer has vacated the Supply Address without paying the final invoice and further agrees that this will not be a breach of the Customer's rights, if any, to privacy.
18. To the extent permitted by Law the Customer releases and indemnifies EON and its representatives, employees and agents, both for itself and as agent for the Exempt Seller (and therefore the Exempt Seller itself) and will keep each of them indemnified, and held harmless against any Unfortunate Events. (The National Energy Retail Law excludes EON's liability for any loss or damage arising from an Unfortunate Event regarding the supply of Utilities). Unfortunate Events includes total or partial failure to supply Utilities to the Supply Address, and any loss or damage the Customer suffers as a result of the defective supply of Utilities to the Supply Address.
19. The Customer acknowledges that the ownership of all metering equipment remains the sole property of EON, Carleon Asset Management Pty Ltd, the Exempt Seller or other related party and hereby grants the right for EON, an EON contractor or agent acting on behalf of EON to enter the Supply Address for the purpose of maintenance, repair and repossession of such equipment.
20. Where more than one person has filled out and signed the Contract Details, each of them will be jointly and severally liable under this agreement.
21. If EON or the Exempt Seller is unable to comply with any obligations under this Agreement due to any event which is beyond their reasonable control (such as a natural disaster or a problem with supply or the distributor) ("Force Majeure Event") the obligations of EON, the Exempt Seller and the Customer shall be suspended (except the obligation to pay any money owing) until such time as the Force Majeure Event ceases and in the meantime EON will use reasonable endeavours to remove or reduce the effects of the Force Majeure Event and will advise the Customer when this occurs.
22. EON may make changes to this Agreement as required by law and will notify the Customer of such changes. If the Customer does not accept such changes the Customer must contact EON to close the Customer's account and must pay any outstanding balance required to close the account.
23. The Customer acknowledges that EON may take whatever action is permissible under the relevant jurisdictional regulation or code if the Customer fails to pay for the supply of energy to the Supply Address which may include disconnection of the supply of electricity or gas to the Supply Address.
24. The Customer understands that in the event that the Customer fails to pay an invoice or otherwise fails to comply with this agreement the Customer may be liable to EON for fees and charges incurred by it in connection with dishonoured payments, late payment fees, debt collection agency fees and the like. Any such fees or charges will be fair and reasonable having regard to the costs incurred by EON.